

**REQUEST FOR PROPOSALS
WATER QUALITY MONITORING AND RESPONSE PROGRAM FOR 25 CLASS III
LANDFILLS WITHIN THE COUNTY OF SAN BERNARDINO**

I. INTRODUCTION

A. Background.

California Code of Regulations (CCR), Title 27, Chapter 3, Subchapter 3, Article 1, Sections 20380 through 20435 requires owners and operators of waste management units, such as landfills, to undertake a program in compliance with its provisions for the purpose of detecting, characterizing, and responding to releases to groundwater, surface water, or the unsaturated zone. This Request for Proposals (RFP) is to select a contractor to perform the County of San Bernardino Solid Waste Management Division (SWMD) Water Quality Monitoring and Response Program in compliance with CCR, Title 27, for 25 landfills within the County of San Bernardino. The contractor will be awarded a contract commencing on July 1, 2001. The contract period will be for a period of two years with an option to extend the contract for an additional period of one year.

B. Project Title.

Water Quality Monitoring and Response Program for 25 Class III Landfills within the County of San Bernardino.

C. Project Description.

The County of San Bernardino ("County") is requesting proposals from qualified consultants to secure the services necessary to collect samples from all County landfills with active monitoring systems and report on periodic monitoring programs for a 12-month sampling period. The service period will coincide with two County fiscal years, 2001-2002, starting on July 1, 2001, and 2002-2003, starting on July 1, 2002 (with a third year option). The project will also consist of maintenance of the monitoring systems.

The scope of work includes updating the historical database for all sample media at each site and nonstatistical, statistical, and trend analysis of the historical databases. Sample media currently include groundwater, surface water, condensate, leachate, septic waste from surface impoundments, landfill gas, and soil-pore gas, but may include others in the future. The laboratory analytical services are to be contracted for by the Detection Monitoring Program (DMP) contractor. The laboratory proposed to be used by the DMP contractor and methods of analysis and cost charged by the laboratory are to be set forth in this RFP submittal. Appropriate documents are attached (Attachment 1) to provide guidance to the proposers regarding the County's requirements for the analytical laboratory. Also, please note the Parker Dam Sanitary Landfill is not scheduled for sampling and reporting during this project.

The selected consultant shall be familiar with the applicable waste discharge requirements (WDR's) issued by each of the three California Regional Water Quality Control Boards (RWQCB) with jurisdiction in San Bernardino County, California (Colorado River Basin, Lahontan, and Santa Ana Regions). The monitoring

requirements for each site and the RWQCB Order numbers are listed by site in the latest Water Quality Monitoring Reports. Note that, in some instances, current sampling, data analysis, and reporting methods may deviate from the WDR's based on verbal and/or written agreements with the regional board.

Proposals should be prepared based on the sample quantities and analytes for routine DMP at each site as discussed below in Task 1 and indicated on the various laboratory RFP tables in Attachment 1.

Background information concerning each of the sites and historical DMP reports are located in the SWMD records library. Appointments to review this information can be arranged by contacting the project manager identified below. Respondents desiring photocopies will need to secure the services of a bonded copy service.

D. Minimum Qualification Requirements.

1. Have no deficiencies or unsatisfactory performance on any past County contract(s).
2. The proposer must possess the knowledge and experience necessary to successfully perform the work described in the RFP at the time the contract is executed. The proposer must have the resources to perform the work.
3. Specifically, the proposer must have a minimum of three (3) years of experience in groundwater monitoring activities, including sample collection, interpreting and reporting groundwater monitoring data, and laboratory procedures related to groundwater contaminated with organic and inorganic chemicals.
4. Meet other presentation and participation requirements listed in this RFP.

E. Contact Person.

All questions or correspondence relating to this RFP are to be directed to:

Arthur L. Rivera, P.E., PWE IV
Chief of Engineering
Solid Waste Management Division
County of San Bernardino
222 West Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

(909) 386-8735 Telephone
(909) 386-8786 Facsimile

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. If authorized by the County's contact in writing, other County staff or contractors may provide information. Any violation of this procedure may be grounds for disqualification of the Proposer.

F. Proposal Submission Deadline.

All proposals must be received at the address listed above **no later than 4:00 p.m., on Friday, May 4, 2001. Facsimile or electronically transmitted proposals will not be accepted since they do not contain an original signature. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and will not be considered.** It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

II. PROPOSAL CONDITIONS

A. Contingencies.

This RFP does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals or waive irregularities if the County determines it is in the best interest of the County to do so.

B. Acceptance or Rejection of Proposals.

Proposals shall remain open, valid and subject to acceptance anytime up to one year after the proposal opening date and time. The County realizes that conditions other than lowest cost are important and will award contract(s) based on the proposal(s) that best meet the needs of the County.

C. Modifications.

The County reserves the right to issue addenda or amendments to this RFP.

D. Proposal Submission.

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred costs.

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Negotiations.

The County may require the firms selected to participate in negotiations, and to submit a cost, technical, or other revisions of their proposals as may result from negotiations.

G. Final Authority.

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

III. SCOPE OF SERVICES

Although not required, the County's Solid Waste Management Division (SWMD) recommends that Proposers not familiar with all 25 sites and their locations visit the sites during the proposal process. If requested, a key to inactive sites will be provided. Visits to active sites will need to be coordinated through the contact person or his designee. Note that the following safety gear is required to be worn on ALL sites, active or inactive: steel-toe boots, hard hat, and orange safety vest.

A. Sampling, Data Analysis, and Reporting.

The current monitoring program sampling calendar for each site is provided in Attachment 2, which indicates the media sampled, the sampling frequency, and in which month sampling occurs. The number and type of duplicate samples, field blanks, equipment blanks, and trip blanks can be found in the Laboratory Analyses and QA/QC Results section of Water Quality Monitoring Reports. Electronic tables are provided in Attachment 3 that detail the monitoring well data for each site, including the type of well, casing material, diameter, depth, screened interval, approximate depth to water, purge methods (dedicated pump vs. bailer), estimated yield during sampling, and sampling frequency.

For regulatory compliance as well as data and reporting consistency, the methods, and equipment used for sampling, data analysis, and reporting shall follow those described in the 2000-2001 Water Quality Monitoring Reports. If the consultant proposes to deviate from these specified methods, then a detailed description of the proposed alternative and a technical justification and rationale shall be presented. The consultant will provide all field equipment (vehicles, pump controllers, bailers, pumps, air compressors, generators, electrical well sounders, meters/test kits, etc.) required to conduct the sampling program.

The analytical laboratory for the DMP will be subcontracted by the DMP contractor, and expected laboratory costs shall be included in the response to this RFP. Attachment 1 contains the requirements which the proposed laboratory must satisfy and associated tables for laboratory evaluation, and should be used for this process. The tables include the most current understanding of monitoring requirements at each site, and must not be altered or adjusted in any way, without permission from SWMD. Note that, because changes to monitoring programs have been requested, the indicated analytical requirements may change. In addition, it should be noted that the County reserves the right to require the selected DMP laboratory to perform analytical work on other County projects. Because the laboratory budgets derived from the tables in Attachment 1 apply to fiscal year 2001-2002 only; the budgets for active and inactive sites should be doubled to account for the two-year contract. Sampling requirements will be re-evaluated each year.

Task A.1 – Sampling

Health and safety plans for each site shall be submitted to SWMD prior to initiating field services. Given the remote nature of many sites, sampling crews must consist of a minimum of two persons on site. The health and safety plans should also consider Africanized honey ("killer") bees, poisonous snakes and insects, wild dogs, and the nearby firing ranges at Adelanto and Twentynine Palms.

Notifications will be required at several sites prior to sampling wells in streets, where access is required across adjacent properties, and to site operators at active landfills. Cajon, Mid-Valley, and Milliken have groundwater wells in streets. Yucaipa has wells that must be accessed across County of San Bernardino Regional Park property. The Adelanto firing range shall be contacted prior to each site visit to prevent sampling during range-use hours. Site contact information will be provided upon contract award.

The laboratory must provide all sample, duplicate, and blank containers (including Tedlar™ bags), with appropriate preservatives, and each container shall be new and unused (certified clean) or, if cleaned by the laboratory, clean certification must be provided. Note that Tedlar™ bags, rather than Summa™ canisters, will be used for gas samples, consistent with current and historical practice. Sample containers will be delivered generally one week before use, while deionized/clean water for blanks, etc., will be delivered daily, during sample pickups. Ice chests (coolers) and ice packs must also be supplied by the laboratory, and samples will be picked up by the laboratory, for each day of sampling, which is essentially every weekday during the course of the project. Generally, sample containers and ice chests/ice packs will be delivered to (and samples picked up from) a local field or other office designated by the consultant.

Because these samples are collected as part of Detection Monitoring Programs regulated under Title 27 (California Code of Regulations), the detection of any compound above background concentrations, particularly volatile organic compounds, is of great significance. Therefore, strict adherence to proper quality control and assurance is vital to eliminate false positives that may incorrectly suggest a release. Note also that trace concentrations are required to be reported, and, although only tentatively quantified, hold a different significance in statistical evaluation (and in regulatory purview) than values greater than or equal to practical quantitation limits (PQLs).

Proposals should provide a description of the methods used to investigate contamination of samples (including method, trip, and field blanks) and the proposed corrective action plan if sampling or laboratory contamination is concluded. The selected consultant shall be responsible for resampling and associated laboratory retest costs, if directed by the SWMD Project Manager (PM) to correct sampling-related errors.

Groundwater elevations will be measured at all accessible site wells and piezometers during each groundwater sampling event, not just the wells being sampled. For each site event, the consultant shall make a reasonable effort to measure all groundwater elevations on a single day; obviously, elevation measurements will be made prior to sampling. One soil-pore gas probe (CMPG-4 at Crestmore) will also be sounded for evidence of leachate. Wellheads for all sampling points will be inspected for evidence of vandalism, tampering, or deterioration, and problems identified shall be reported to the SWMD PM in writing within 24-hours of the site visit.

During well purging, field parameters (electrical conductivity, pH, dissolved oxygen, turbidity, salinity, and temperature) will be measured and recorded, as described in the sampling and analysis plans contained in recent Water Quality Monitoring Reports. Purge methods include bailing and low-flow purging. Attachment 3 indicates which wells currently have dedicated pumps, and which wells are purged

using bailers. Flow-through cells are required for the measurement of field parameters during purging wells with pumps. The proposal shall include a description and justification for the proposed purge method (if different than current methods), along with the manufacturer specifications for the proposed flow-through cell and all meters used to measure field parameters.

For those sites where pH is a monitoring parameter evaluated for statistical or trend analyses, the field pH measurements will be used instead of laboratory pH values. Therefore, the proposal shall describe and justify the field protocols used to obtain accurate field pH measurements, including a description of the equipment, calibration techniques, and procedures for both bailed and pumped samples. Groundwater, surface water, soil moisture, soil-pore gas, landfill gas, condensate, leachate, and septic waste samples shall be collected as specified in the WDR's and recent Water Quality Monitoring Reports. Only sampling containers supplied by the contract laboratory shall be used. All metals samples will be field filtered (no exceptions without prior approval by SWMD).

To the extent necessary, containers will be provided by contractor for storing purge water at each site. Purge water disposal will be part of the contractor's responsibility under the contract let through this RFP. Within 30 days of sampling, the consultant will provide SWMD with a table of those wells that had samples with detectable concentrations of volatile organic compounds (VOCs), so SWMD can verify appropriate disposal of the purge water. The table shall include landfill, well identification, VOC, VOC concentration, and purge water volume. Following a COC sampling event (e.g., Adelanto), other anthropogenic compounds identified will be included in the table.

As described in the WDR's, retests are required when a release is tentatively indicated. The number of retests will depend on the sampling results, data evaluation, and discussions with the RWQCB. The consultant shall propose a sufficient number of retests in its proposal, so that any required retests can be conducted within the proposed budget and without change orders. Retests shall be taken within 30 days of the initial sampling event, and shall include 2 samples per well as required by WDR's. The reporting of tentative indications of a release is further described in Task 1.2 below.

Task A.2 – Data Analysis and Notifications of Tentatively Identified Releases

The data analysis task consists of data validation, data management, non-statistical analysis (e.g. COCs and VOCs detected less than 10 percent of the time, time-series plots, and other trend analyses), evaluation of statistical results, and notifications regarding tentatively identified releases. A program for statistical evaluation of analytical results, in accordance with State and Federal requirements, must be proposed.

When the project is awarded, SWMD will provide the historical data for each site in an electronic format (Excel files). These data formats are presented in the various tables in the Water Quality Monitoring Reports, and include the following:

- Site Monitoring Well Information, which includes groundwater elevation data
- Groundwater - Historical Summary Data
- Soil-Pore and Landfill Gas Results – Historical Summary Data
- Condensate – Historical Summary Data

- Surface Impoundment – Historical Summary Data
- Surface Water – Historical Summary Data
- Leachate Discharge – Historical Summary Data

Analytical results of Detection Monitoring samples will be received from the laboratory in hard copy and, if requested, electronically. The analytical data received from the laboratory shall be validated (check holding times, laboratory QA/QC reports, results of blanks, and compare historical range, etc.) prior to entering the results into the database and submitting the data for statistical analysis. The consultant shall propose and justify a written data validation program, and include this subtask in the project schedule. The validation procedure shall include a check for consistency with the historical database, and an investigation of suspect data to resolve issues identified. The consultant shall be responsible for communications with the contract laboratory for resolving data quality issues identified during the data validation procedure.

On a quarterly basis, the consultant shall also prepare an electronic file for SWMD use that lists analytes in the columns and sampling events in the rows. A separate file shall be submitted for each site, with sampling events grouped in rows first by sampling point and then by date sampled. These electronic files shall include the entire historical database contained in the Historical Summary Data tables referenced above, but reformatted as described. These tables are not for use in the reports, and shall be submitted to SWMD each quarter within 4 weeks following completion of the final report.

The consultant shall conduct trend analyses (e.g., time-series plots) where appropriate pursuant to WDR's, and as described in the Water Quality Monitoring Reports. The proposed trend analyses shall be described, with justification provided for deviations from the current evaluation and reporting program. An example of the graphics associated with the trend analyses should be provided, with a description of how non-detects will be displayed.

For VOCs and COCs detected less than 10 percent of the time in background samples, the consultant shall complete the non-statistical evaluation (required by Resolution No. 93-62 of the State Water Resources Control Board) within 24-hours of receipt of the validated data from the lab. In addition, within 24-hours of completion of statistical analyses, the consultant must review the results to determine if other new evidence of landfill impacts is indicated at any of the Detection Monitoring wells. Evidence of new landfill impacts to the Detection Monitoring samples will be reported to the SWMD project manager on the same day that each evaluation is completed. Note that it is the consultant's responsibility, not that of SWMD, to evaluate the statistical results.

SWMD will either notify the appropriate RWQCB by phone, or SWMD will direct the consultant to make the same-day notification. Within 3 days of the initial notification, the consultant shall provide SWMD with copies of the relevant analytical reports and a written notification of a tentatively identified release. Within 7-days of the initial notification of tentative release, SWMD must send the RWQCB written notification via certified mail.

Adelanto Sanitary Landfill has been added to the monitoring program recently, and water quality protection standards will be proposed for the site by July 2001, as required by the RWQCB. Because three new down-gradient wells have recently been installed at the site, the consultant shall reevaluate all hydrogeologic and monitoring data following completion of the fourth quarter 2001 event, so water quality protection standards can be updated for the site, if necessary.

Task A.3 – Reporting

The reports shall follow the same chapter organization as recent Water Quality Monitoring Reports, with single reports being issued to each of the three RWQCB's. These reports shall contain separate chapters for each of the sites within the respective region.

The monitoring reports shall be submitted following the schedule outlined in Attachment 2. SWMD will provide an electronic copy of the current reports to be used as templates, including copies of the tables and figures (site maps with groundwater elevation contours). The 2000 quarterly and annual water quality reports indicate the approved reporting format, and are available for review in the County records library. Note that quarterly status reports for the Mid-Valley and Milliken groundwater treatment systems are included in their respective sections in the DMP report. Information used to update these reports and tables is obtained from the respective O&M contractor.

Draft reports for the Colorado and Lahontan RWQCBs shall be submitted to SWMD at least 3 weeks prior to their due dates to the RWQCBs. Draft reports for the Santa Ana RWQCB shall be submitted to SWMD at least 4 weeks prior to their due dates to the RWQCB. The selected consultant shall bear the cost for making technical edits on either the draft or final reports, including any associated reproduction costs. SWMD will provide cover letters for the final reports, which shall be submitted by the consultant directly to each of the three RWQCBs (Colorado, Lahontan, and Santa Ana Regions) on behalf of SWMD. Each reporting period, the report distribution will consist of 3 complete copies of each of the three reports with diskettes containing the electronic data and statistics (1 copy each to SWMD, RWQCB, and Local Enforcement Agency). In addition, copies of specific chapters shall be distributed to various agencies/companies as follows: 3 copies of the Cajon Landfill chapter, 1 copy of the Mid-Valley Landfill chapter, 1 copy of the Yucaipa Landfill chapter, and 1 copy of the Needles Landfill chapter.

B. Maintenance.

Task B consists of anticipated maintenance of the site monitoring systems. Maintenance may consist of periodic well repairs, or replacement of worn pumps or other equipment. Based on the site visits and well inspections, the consultant shall identify maintenance as needed over the course of the project, and obtain written authorization from SWMD prior to conducting work on this task. A budget for this task shall be included, and services will be conducted on a not-to-exceed time and materials basis. This task does not include maintenance of any groundwater remediation systems, which are maintained under separate contract. The proposal shall include a schedule of charges for Task B that includes the proposed labor rates, labor categories, mileage charges, equipment charges, markup on subcontractors and rental equipment, and other anticipated rates.

C. Project Administration.

The project administration task shall include overall project administration services such as project scheduling, tracking, budgeting, invoicing, and meetings. Task C will be subdivided and tracked as six separate subtasks during each quarter; sites in each of the three RWQCB regions will be grouped into two categories: active vs. inactive, as shown in Attachment 4.

Invoicing for Detection Monitoring will indicate the project and task numbers, with tasks billed as shown in Attachment 4. Task A is to be invoiced on a site by site basis, with the invoices showing the SWMD Project Manager (indicated above), region and landfill (and active/inactive status), and the quarter sampled, analyzed, and reported. Tasks B and C will be invoiced as the six separate subtasks each quarter, as described above. Task B is to be invoiced by region and quarter, with a description of which sites received maintenance and details of the work performed.

Meetings with the RWQCB, laboratory, and other contractor staff may be necessary during the course of the project, and two meetings per quarter should be incorporated into the proposal; these need not be scheduled, just assumed. At the conclusion of each quarter's activities, a meeting with SWMD should be included to evaluate activities and problems during the previous quarter.

IV. AGREEMENT TERMS

A. General.

The firm selected will be required to agree to the terms contained below. If Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County.

In the performance of the Agreement, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Proposer's Primary Contact.

The Proposer will designate an individual to serve as the primary point of contact for the Agreement. Proposer or designee must respond to County inquiries within two (2) business days. Proposer shall not change the primary contact without written acknowledgment to the County.

3. Change of Address.

Proposer shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

4. Subcontracting.

Proposer agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. County hereby agrees to _____ as the analytical laboratory to perform analysis of groundwater and vadose zone gas

samples. Any subcontracting shall be subject to the same terms and conditions as Proposer. Proposer shall be fully responsible for the performance and payments of any subcontractor's contract.

5. Agreement Assignability.

Without the prior written consent of the COUNTY, the Agreement is not assignable by the Proposer either in whole or in part.

6. Agreement Amendments.

Proposer agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

7. Termination for Convenience.

The County for its convenience may terminate the Agreement in whole or in part upon thirty (30) calendar day's written notice. If such termination is affected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Proposer for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Proposer shall promptly discontinue services unless the notice directs otherwise. Proposer shall deliver promptly to the County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

8. Attorney Fees and Costs.

If any legal action is instituted to enforce any party's rights in the Agreement, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under paragraph 26, INDEMNIFICATION.

9. Venue.

The venue of any action or claim brought by any party to the Agreement will be San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

10. Jury Trial Waiver.

Proposer and County hereby waive their respective rights to trial, by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Proposer against County or County against Proposer on any matter arising out of, or in any way connected with the Agreement, the relationship of Proposer and County, or any claim of injury or

damage, or the enforcement of any remedy under any law, statute, or regulation emergency or otherwise, now or hereafter in effect.

11. Licenses and Permits.

Proposer shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Proposer shall maintain these licenses and permits in effect for the duration of the Agreement. Proposer will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the Agreement.

12. Key Personnel.

Proposer must provide a list of and the résumés of the individuals who will provide services to the County. These individuals will be designated “key personnel” and may not be removed from the project that is the subject matter of the Agreement without the written approval of the County. An individual who will be the main contact person must also be identified. If the main contact person will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County.

13. Notification Regarding Performance.

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Agreement, the Proposer shall notify the County within one (1) working day, in writing and by telephone.

14. Conflict of Interest.

Proposer shall make all reasonable efforts to ensure that no County office or employee, whose position in the County enables him/her to influence any award of the Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to the Proposer or officer or employee of the Proposer.

15. Former County Officials.

Proposer agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Proposer. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of Proposer. For purposes of this section, “county administrative official is defined as a member of the Board of Supervisors or such officer’s staff, County Administrative Officer or member of such officer’s staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

16. Improper Consideration.

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any Agreement awarded by County.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Inaccuracies or Misrepresentations.

If in the course of the RFP process or in the administration of a resulting Agreement, the County determines the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

18. Recycled Paper Products.

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

19. Artwork, Proofs and/or Negatives.

All artwork, proofs, and/or negatives in either print or digital format for the project which is the subject matter of the Agreement are the property of the County. These items must be returned to the County within ten (10) days upon written notification to the Proposer. In the event of a failure to return the documents, the County is entitled to pursue available legal remedies. In addition, the Proposer will be barred from all future solicitations, for a period of at least six (6) months.

20. Invoices.

Proposers shall provide County itemized monthly invoices in arrears, for services performed under the Agreement within twenty (20) days of the end of the previous month.

21. Ownership of Documents.

All documents, data, products, graphics, computer programs, and reports prepared by Proposer pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under the Agreement. Unless otherwise directed by County, Proposer may retain copies of such items.

22. Release of Information.

No news releases, advertisements, public announcements or photographs arising out of the Agreement or Proposer's relationship with County may be made or used without prior written approval of the County.

23. Compliance with Laws.

During the term of the Agreement, Proposer shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Proposer shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

24. Right to Monitor and Audit.

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Proposer in the delivery of services provided under the Agreement. Proposer shall give full cooperation, in any auditing or monitoring conducted. Proposer shall cooperate with the County in the implementation, monitoring, and evaluation of the Agreement and comply with any and all reporting requirements established by the County.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

25. Child Support Compliance Program.

The County of San Bernardino established a Child Support Compliance Program. (County Code Section 110.0101 et seq.). The Program is intended to assist the District Attorney (DA) in locating County employees, contractors and business

licensees who owe child, family, and spousal support obligations. This Program is designed to enhance the welfare of dependents by ensuring that those who owe a duty of support are held accountable for their responsibilities, in order to mitigate the County's resultant financial burden.

All contractors doing business with the County must (upon request of the District Attorney) submit a completed Principal Owner Information Form (POI Form). Failure by a Proposer to submit the POI form within 90 days of the request shall be grounds upon which the County may terminate an Agreement. In addition, a new contractor that does not have an existing contractor code assigned by the Auditor/Controller-Recorder must submit the POI form to the DA (with a copy to the soliciting department) prior to award of an Agreement. **<See attached form>**

26. Indemnification.

The Proposer agrees to indemnify defend and hold harmless the County and its authorized officers, employees, agents and volunteers, from any and all claims, actions, losses, damages and/or liability arising out of Proposer's negligent acts, errors or omissions and for any costs or expenses incurred by the County, on account of any claim therefore, except where such indemnification is prohibited by law.

27. Insurance

(a) Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the Proposer shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- 1) Worker's Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Proposer and all risks to such persons under this Agreement.

If Proposer has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Proposers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- 2) Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- 3) Errors and Omissions Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

(b) Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

(c) Waiver of Subrogation Rights

The Proposer shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County and its officers, employees, agents, volunteers, contractors, and subcontractors.

(d) Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance of self-insurance programs carried or administered by the County, the Committee or any entity that is represented on the Committee.

(e) Proof of Coverage

The Proposer shall immediately furnish certificates of insurance to the SWMD administering the contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the SWMD. Proposer shall maintain such insurance from the time Proposer commences performance of services under the Agreement until the completion of such services. Within sixty (60) days of the commencement of the Agreement, the Proposer shall furnish certified copies of the policies and all endorsements.

(f) Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County.

In additions, if the Risk Manager determines that heretofore, unreasonably priced or unavailable insurance is not reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

28. Term of contract.

The term of the Agreement shall be for two (2) years from July 1, 2001, to June 30, 2003; but may be extended for an additional period of one (1) year at the sole discretion of the San Bernardino County Board of Supervisors.

29. Compensation.

For the work authorized under this Agreement, Proposer shall be compensated for the work performed in an amount not to exceed \$_____.

With the exception of Task B, Proposer bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. Alternately, (again with the exception of Task B) Proposer is entitled to receive the specified level of compensation notwithstanding that it is able to perform all required items of work with the expenditure of less lab or, material or the incurrence of less expense, than anticipated by the parties. In no event shall Proposer be entitled to receive compensation for any item of work required of Proposer under the terms of this Agreement, which item of work is not performed by Proposer (including Proposer's agents and subcontractors).

With respect to Task B, Proposer shall be paid its actual time and materials as specified in, and subject to the limitations of, Exhibit "2". In order to make progress payments to Consultant with respect to the tasks other than Task B, the specified compensation shall be payable as follows: Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Proposer's "Cost Proposal," dated _____, and attached hereto as Exhibit "2", less ten percent (10%) retention. Said retention shall be payable upon completion of the project as determined by the County.

Proposer's "Cost Proposal", attached as Exhibit "2", hereto, sets out the Proposer's estimate of the cost (including wages) of completing the project. The cost of Proposer's proposal and is further used in making progress payments to the contract prior to the completion of all items of work. Proposer is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the project.

The County shall make payment to Proposer within thirty (30) working days after receipt of invoice or the resolution of any billing dispute.

30. Contract with Regulatory Agencies.

Consultant shall not contact the RWQCB's or other regulatory agencies concerning the 25 sites monitored under this contract without SWMD's prior approval.

V. PROPOSAL SUBMITTAL

A. General.

1. All interested and qualified Proposer are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposal must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays or promotional materials, are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become the property of the County. All proposals received are subject to the "California Public Records Act" (found at Government Code sections 6250 et seq.).

If any Proposer's, response contains trade secrets or other information which is proprietary by law, that Proposer must notify the County of its request to keep said information confidential. This request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. The County will review this request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law, in the event a public records request is made for the Proposer's response.

5. The County has adopted a recycled product purchasing standards policy which requires Proposers to use recycled paper for proposals and for any printed or photocopied materials created as a result of a Contract with the County and/or the SWMD. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever possible.

B. Proposal Presentation.

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins, and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
2. One (1) marked as original and nine (9) copies (total of 10) of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, F. The original and all copies must be in a sealed envelope or container and submitted to the County contact identified in Section I, E.
3. Hand carried proposals may be delivered to the address specified in Section I, F, above ONLY between the hours of 8:00 a.m. to 5:00 p.m., Mondays through Friday, excluding holidays observed by the County or flex days observed by SWMD. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service. Proposers are solely responsible for ensuring that the responses are delivered in a timely manner. County is not responsible for any incorrect or late deliveries.

VI. PROPOSAL SUBMISSION

A. Instructions to Proposers

Proposer should carefully follow the format and instructions contained in this RFP, observing format requirements where indicated.

B. Contents of Proposal

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. The proposal must contain the information set forth in Section VII, below.

VII. REQUIRED PROPOSAL CONTENT

A. Organizational Information Describing the Responding Firm and Proposed Sub-Consultants.

1. Identify the owners, principals, and management staff of the firm and analytical laboratory.
2. Indicate the type of firm or partnership and indicate whether the firm and analytical laboratory is locally owned, statewide, national, etc.
3. Identify the location, total size, and composition of the staff of the office(s) to be primarily responsible for services provided to the SWMD.
4. Identify, and indicate the specific skills, qualifications, and expertise of, those employees who would be directly involved in providing the requested services.

B. Experience And Services of Responding Firm and Proposed Sub-Consultants, if any.

1. Identify the firm's and analytical laboratory's specific familiarity and experience with large-scale monitoring and reporting programs.
2. Using specific project examples, identify the experience of the firm in performance of each of the specific Detection Monitoring Program services identified in Section I. D. 2.
3. Identify the full range of services that could be provided by the firm in support of the contracted services.
4. Submit an example or examples of work experience and related products for similar types of programs performed and developed by the firm under contracts to other entities.
5. State the number of years that the Proposer has been providing the services identified in this RFP.
6. Describe the firm's general approach to the services requested in this RFP.
7. Describe any other experiences related to the work or services described in the Scope of Services, and provide any additional information specific to the capabilities required in this RFP.
8. List any transactions in which Proposer has participated on behalf of the County. The County will review all contracts the Proposer has performed for the County, which requires in Section I, D, that a Proposer's past performance will be considered in the selection. As such, the Proposer must list and describe all work performed for the County and include: the name of the County Department involved in the transaction; the contact person(s) on the transaction and the dollar value of the transaction.
9. Provide a minimum of three (3) references relative to the performance of services of a nature similar to the services to be performed pursuant to this RFP, which services are either in progress or were completed within the past three years. Please provide the name, address, and telephone number for each of these references and a brief description of the transaction(s) on which the firm provided services. Please do not include County personnel in this list, and please confirm contact information (e.g., phone numbers, affiliation, etc.) prior to submitting proposal. References that cannot be contacted using the information provided will not be used in proposal evaluation.
10. The selection of outside vendors by respondents shall be made on the basis of qualifications, however, costs are important in that they must be fair and reasonable as determined by the County. Copies of the vendor selection criteria and all vendors' responses shall be included in an appendix to the proposal.

C. Financial statements.

Proposer must provide the Company's Organizational Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.

D. Key Personnel and Subcontractors Performing Services.

1. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals who may be assigned to perform the services described in this RFP. Key personnel include partners, managers, associates, and other professional staff that will perform work an/or services in this project. This information shall include functions to be performed by the key individuals.
2. Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business or the analytical laboratory. The information provided must include a list of former county administrative officials who terminated county employment within five (5) years and who are now officers, principals, partners, associates, or members of the business or of the analytical laboratory. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business or the analytical laboratory. For purposes of this section, "county administrative official" is defined as a member of the Board of supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
3. Failure to provide this information may result in the response to the request for proposal (qualifications) being deemed non-responsive.
4. Please disclose whether the firm or the analytical laboratory, or any of its partners, members, associates or employees, has within the last five years, been convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether any of the firm's or analytical laboratory's partners, members, associated or employees, has within the last five years, been convicted of any crime or offense involving financial misconduct or fraud, and if so, please describe any such convictions and surrounding circumstances in detail.

Please disclose whether the firm or the analytical laboratory, or any of its partners, members, associates or employees, has ever been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of the firm's business which is still pending, or whether any of the firm's partners, associates or employees has ever been

indicted or otherwise charged in connection with any criminal matter involving financial misconduct or fraud which is still pending, and if so, please describe any such indictments or charges and surrounding circumstances in detail.

Any information provided in response to Section C or D, which is deemed by the Proposer to be confidential or proprietary shall be so marked in accordance with Section V, A, 4.

E. Proposed Services.

Identify in some detail, the approach to be taken in providing the services requested in Section III., and include proposed schedule for conducting activities, budget for deliverables. Include any proposal for additional and/or alternative project activities. The proposal should be sufficiently detailed to serve as a draft scope of work to be finalized and incorporated into a professional service agreement.

F. Cost Estimate and Fees for Services.

1. Provide in a separate sealed envelope a cost estimate, based on the scope of work outlined in Section III., above, and itemized accordingly. It is the policy of the County that such a cost estimate shall not be the primary criteria for evaluating professional service proposals. The cost estimate shall not be considered until proposals have first been evaluated as to the Proposers' experience, qualifications, professionalism, quality of work, and approach. Cost estimates shall generally be used to evaluate whether a service proposal is reasonable and realistic in light of the program requirements. After selection of the preferred consultant, the final scope of work shall be negotiated, and maximum compensation determined accordingly.
2. Hourly fees for services and direct and indirect expense charges for the term of the contract shall also be submitted with the proposal in the sealed envelope. Fees for any projected subcontracted services shall also be enclosed.

G. Supplemental Information

1. Any additional relevant information the Proposer wishes to include.

VIII. EVALUATION/SELECTION PROCESS

A. Introduction.

Following the opening of the proposal packages, the proposals will be evaluated by the Selection Committee. The committee will be comprised of representatives from the County, an expert in the field of groundwater monitoring, and if possible, a representative of a regulatory agency. The Selection Committee will review and select the successful Proposer in accordance with the County's policy.

B. Proposal Evaluation.

1. Initial Review.

Staff will initially review each proposal for adherence to the minimum requirements.

If a proposal does not meet these minimum requirements, it may be rejected as non-responsive to the RFP. Proposals deemed non-responsive at this point will not be further evaluated.

2. Technical Review.

The Selection Committee will evaluate responsive proposals on the experience and qualifications of the firm, the approach to services, and the fees for services. The Selection Committee's primary selection criteria will be the extent to which a proposal:

- demonstrates Proposer's experience, qualifications, and competence in performing described services;
- communicates the Proposer's approach and ability to provide professional guidance; and
- demonstrates adequate staff, resources, and time to meet schedule milestones.

In addition, the Selection Committee's evaluation will consider both the appropriateness and fairness of the cost proposed by the Proposer in light of the level and quality of the proposed services and the number and significance of the exceptions taken by Proposer to the Agreement Terms set forth in Section IV of this RFP.

3. Additional Consideration.

It is the County's policy to afford all local businesses the maximum opportunity to participate in County procurements. If quality, service, and cost are equal, procurement will be made from local businesses.

C. Oral Presentations.

Upon completion of the Initial and Technical qualifications evaluation the Selection Committee may require oral presentation(s) of those Proposer(s) the Selection Committee deems to warrant further consideration.

D. Award.

Following the evaluation of the proposals, the Selection Committee will present its analysis and recommendation, to the SWMD. SWMD will negotiate and prepare a professional services contract for approval and execution by the Board of Supervisors.

IX. PROTEST

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed on the cover sheet of this RFP, and is submitted within ten calendar days of the date of the notification of intent to award.

Grounds for a protest are:

- ❑ The County's failure to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments;
- ❑ Violations of conflict of interest as provided by California Government Code section 874100 et seq.; or,
- ❑ Violations of state or federal law.

Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator – Economic Development and Public Services Group whose decision shall be final and shall not be subject to further review or appeal.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

X. ESTIMATED SCHEDULE FOR SELECTION OF CONSULTANT

ACTION	DATES
Request for Proposals (RFP) issued	April 10, 2001
Mandatory Pre-Proposal Meeting	April 18, 2001
Submission of RFP To County	May 3, 2001
Staff Screens Proposals & Short Lists Consultants	May 3 – May 10, 2001
Interviews	May 22, 2001
Select Consultant	May 24, 2001
Contract Presented to Board for Consideration	June 26, 2001

ATTACHMENT 1

ATTACHMENT 2

ATTACHMENT 3

ATTACHMENT 4

ATTACHMENT 5